

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ***

Thanks Marcy.

On Tue, Dec 12, 2017 at 10:57 AM, (b) (6) <[REDACTED].com> wrote:

Yes I do! Here it is Tina. Thanks a lot for your help! Merry Christmas!



(b) (6) [vCard]
OF Counsel
(b) (6)

****Please note new address:**

424 Church Street, Suite 2910
Nashville, TN 37219

Notice: This e-mail transmission is intended only for the individual or entity named in the e-mail and may contain confidential or legally-privileged information that is exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, distribution, or reliance upon the contents of this e-mail communication is strictly prohibited. If you have received this e-mail transmission in error, please reply to the sender, and delete the message from your system. Furthermore, nothing herein shall constitute tax advice, may not be relied upon to avoid tax related penalties, and may not be shared with others.

From: Tina Ellis - 4PL1 [mailto:quatavious.ellis@gsa.gov]
Sent: Tuesday, December 12, 2017 8:09 AM
To: (b) (6)
Subject: Re: MMI Capital (Seller) CoreCivic, Inc. (Buyer: GSA properties in Milledgeville, GA, Rockingham, NC and Greenville, NC

(b) (6)

Do you have the title insurance for the property in GA?

--

Quatavious "Tina" Ellis, MBA | Lease Transactions Analyst
GSA | Public Building Service | Southeast Sunbelt Region 4 (4P)
Leasing Division | Program Support | Lease Administration Team (4PL1)
[77 Forsyth St. SW Ste. T100 | Atlanta, GA 30303](#)-3458
(b) (6) (C)
quatavious.ellis@gsa.gov

Good afternoon,

Just checking to see if the review of these two leases have been completed. Thanks.

Here's the link again.

<https://drive.google.com/drive/folders/1sHWICHb8rS3zt7vhO4S11ECvupv3FaSw?usp=sharing>

On Mon, Oct 1, 2018 at 4:09 PM Tina Ellis - 6P1RD <quatavious.ellis@gsa.gov> wrote:

Good afternoon,

All of the documents are now in the file and is ready for review.

On Thu, Sep 27, 2018 at 7:42 AM Tina Ellis - 6P1RD <quatavious.ellis@gsa.gov> wrote:

I apologize the file is ready for review but as I was looking at the novation agreement I realized that only the transferor had signed so as soon as the transferre signs I will add it to the files.

Thanks.

On Thu, Sep 27, 2018 at 7:22 AM Tina Ellis - 6P1RD <quatavious.ellis@gsa.gov> wrote:

Good morning,

The files for LTN43046 and LTN60074 are ready for review.

LTN43046 - <https://drive.google.com/open?id=1hLVnq7FWRT85nLFFn9A-PHybKSe1GYQ7>

LTN60074 - https://drive.google.com/open?id=1Y1wucKrkl8gkixpG0XuLdenn_rgmD67j

Thank you.

--

Quatavious "Tina" Ellis, MBA | Lease Transactions Analyst

GSA | Public Building Service | Heartland Region 6
Lease Contract Administration Zone 2 | Office of Leasing
[77 Forsyth St. | Atlanta, GA 30303](#)-3458

(b) (6) (C)
quatavious.ellis@gsa.gov

--

From: Tina Ellis - 6P1RD [mailto:quatavious.ellis@gsa.gov]
Sent: Thursday, October 11, 2018 11:02 A M
To: (b) (6)
Subject: Re: Leases L T X 1514 and L T X 17193 Assignments - Lease Amendments

Nothing right now. I'm going to check with legal for those three leases today. I want those to be inputted in time so that the payments can go to your company this month as well.

On Thu, Oct 11, 2018 at 11:57 AM (b) (6) <(b) (6).com> wrote:

These look great Tina, thank you so much for your help!

Please let us know if there's anything else we can provide in the meantime.

Best,

(b) (6)

[Error! Filename not specified.](#)

(b) (6)
Associate

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800 • Nashville, TN 37201
615-742-7780 phone • 615-248-8790 fax
(b) (6) • www.bassberry.com

From: Tina Ellis - 6P1RD [mailto:quatavious.ellis@gsa.gov]
Sent: Thursday, October 11, 2018 6:24 A M
To: (b) (6)
Cc: Andrew Paluga - 6P1RD - C (b) (6)
Subject: Re: Leases L T X 1514 and L T X 17193 Assignments - Lease Amendments

Here are the fully executed lease amendments with the novation agreements attached. I have inputted the change in the system and it has been completely processed. Still waiting on legal approval for the 2 Tennessee leases and the Missouri lease.

On Tue, Oct 9, 2018 at 7:24 AM Tina Ellis - 6P1RD <quatavious.ellis@gsa.gov> wrote:

Received, thank you. I'll check with them today.

On Mon, Oct 8, 2018 at 2:30 PM (b) (6) <(b) (6).com> wrote:

Tina,

Attached please find copies of the lease amendments you last provided executed by CoreCivic, Inc. – please let us know when the Region 4 amendments are available for signature.

Thank you again for all your help.

Best,

(b) (6)

[Error! Filename not specified.](#)

(b) (6)
Associate

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800 • Nashville, TN 37201

(b) (6) • 615-248-8790 fax
(b) (6) [com](mailto:quatavious.ellis@gsa.gov) • www.bassberry.com

From: Tina Ellis - 6P1RD [mailto:quatavious.ellis@gsa.gov]
Sent: Monday, October 01, 2018 10:15 A M
To: (b) (6)
C c: Andrew Paluga - 6P1RD - C (b) (6) .
Subject: Re: Leases L T X 1514 and L T X 17193 Assignments - Lease Amendments

Here are the corrected LAs. I did not do anything to "covenant" because this is a legal document.

On Thu, Sep 27, 2018 at 4:12 PM (b) (6) [.com](mailto:quatavious.ellis@gsa.gov)> wrote:

Tina,

Thank you again for your assistance with Novation Agreements! Please let us know if you are fine with the latest drafts of the Lease Amendments we provided you (attached again here for your convenience, just some minor clean-ups), and we will arrange for CoreCivic to sign those also.

Thank you!

(b) (6)

(b) (6)
Associate

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800 • Nashville, TN 37201
(b) (6) • 615-248-8790 fax
(b) (6) • www.bassberry.com

From: (b) (6)
Sent: Monday, September 24, 2018 5:32 PM
To: Tina Ellis - 6P1RD
C c: Andrew Paluga - 6P1RD - C Stewart, Michael A .
Subject: RE: Leases L T X 1514 and L T X 17193 Assignments - Lease Amendment

Tina,

As you know, Andrew has just provided us with the amendments for Lease Nos. 15147 and 17193. Adding those to the amendments you've already provided us, we have only yet to receive amendments for Lease Nos. 60074 and 43046. We were previously working with Erika Wilkins, the leasing specialist in Division 4PR1CA, before you began assisting – are you able to provide us with drafts of those amendments? Or do we need to follow up with Erika for them?

Additionally, attached please find some minor clean-ups to the draft amendments you provided us. Please let us know if you have any comments or further revisions to the same.

Thank you!

(b) (6)

(b) (6)
Associate

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800 • Nashville, TN 37201
(b) (6) • 615-248-8790 fax

Subject: Re: Change of Ownerships
Date: Wed, 5 Sep 2018 08:17:00 -0400
From: Tina Ellis - 6P1RD <quatavious.ellis@gsa.gov>
To: (b) (6) (b) (6)
Message-ID: <CAOJ2bi4FM7KeaOofXFoxvY+NRp-GWtft6L9cLAEs9z9X-TZOVQ@mail.gmail.com>
MD5: af7c16b39ef7962323a69a0003da6512
Attachments: LOK15922 NOVATION AGREEMENT.docx ; LTN43046 NOVATION AGREEMENT.docx ;
LTN60074 NOVATION AGREEMENT.docx ; LTX17193 NOVATION AGREEMENT.docx

Moving too fast this morning. Here you go.

On Wed, Sep 5, 2018 at 8:07 AM, (b) (6) .com> wrote:

Tina,

The attachments did not come through on my end, please resend.

Thanks,

(b) (6)

----- Original Message -----

From: Tina Ellis - 6P1RD <quatavious.ellis@gsa.gov>

Date: Wed, Sep 5, 2018, 6:56 AM

To: (b) (6) .com>

CC: (b) (6) .com>, (b) (6) .com>, (b) (6) .com>

(b) (6) .com>, (b) (6) .com>

Subject: Re: Change of Ownerships

Here are the last of the novation agreements. I will review the documents and work on the lease amendments. If you have any questions, please feel free to contact me. I should have the documents reviewed by Friday at the latest.

On Tue, Sep 4, 2018 at 6:43 PM, Tina Ellis - 6P1RD <quatavious.ellis@gsa.gov> wrote:

Here are two more. Once I get all of the novations out to you, I'll look through all of the documents to see what else is needed. I do know that for each property I'll need the title insurance due to the deed not showing the property address unless you have already provided it.

On Tue, Sep 4, 2018 at 6:16 PM, Tina Ellis - 6P1RD <quatavious.ellis@gsa.gov> wrote:

Your welcome.

On Tue, Sep 4, 2018 at 6:00 PM, Kelly Vazhappilly (b) (6) .com> wrote:

Thanks Tina, and appreciate the update – we will review and advise of any comments.

(b) (6)
SheppardMullin
2200 Ross Ave, 24th Floor
Dallas, TX 75201

(b) (6) | direct

From: Tina Ellis - 6P1RD <quatavious.ellis@gsa.gov>

Sent: Tuesday, September 4, 2018 4:57 PM

To: (b) (6) .com>

Cc: (b) (6) .com>; (b) (6) .com>;

(b) (6) .com>; (b) (6) .com>

Subject: Re: Change of Ownerships

On Wed, Sep 5, 2018 at 7:09 PM, (b) (6) <(b) (6).com> wrote:

Tina,

Attached please find the first four Title Policies showing addresses for the properties.

Thank you!

(b) (6)

BASS BERRY + SIMS PLC

(b) (6)

Associate

Bass, Berry & Sims PLC

150 Third Avenue South, Suite 2800 • Nashville, TN 37201

615-742-7780 phone • 615-248-8790 fax

(b) (6) <(b) (6).com> www.bassberry.com

From: Tina Ellis - 6P1RD [mailto:quatavious.ellis@gsa.gov]

Sent: Tuesday, September 04, 2018 5:44 PM

To: (b) (6)

Cc: (b) (6)

Subject: Re: Change of Ownerships

Here are two more. Once I get all of the novations out to you, I'll look through all of the documents to see what else is needed. I do know that for each property I'll need the title insurance due to the deed not showing the property address unless you have already provided it.

On Tue, Sep 4, 2018 at 6:16 PM, Tina Ellis - 6P1RD <quatavious.ellis@gsa.gov> wrote:

Your welcome.

On Tue, Sep 4, 2018 at 6:00 PM, (b) (6) <(b) (6).com> wrote:

Thanks Tina, and appreciate the update – we will review and advise of any comments.

(b) (6)

SheppardMullin

2200 Ross Ave, 24th Floor

Dallas, TX 75201

(b) (6) | direct

From: Tina Ellis - 6P1RD <quatavious.ellis@gsa.gov>

Sent: Tuesday, September 4, 2018 4:57 PM

To: (b) (6) <(b) (6).com>

Cc: (b) (6) <(b) (6).com>; (b) (6) <@corecivic.com>; (b) (6)

<(b) (6).com>; (b) (6) <(b) (6).com>; (b) (6) <(b) (6).com>

Subject: Re: Change of Ownerships

NOVATION AGREEMENT

1306 Tarby Road Holdings, LLC (Transferor), a/an LLC,
duly organized and existing under the laws of Maryland, with its principal office in Bethesda ;
CoreCivic, Inc. (Transferee), a/an corporation,
duly organized and existing under the laws of Maryland, with its principal office in Nashville ; and the
United States of America (Government) enter into this Agreement as of July 17, 2018.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into that certain lease(s) with the Transferor, namely: LOK159227. The term "Lease(s)," as used in this Agreement, means the above described lease(s), including all modifications, made between the Government and the Transferor or its predecessor before the effective date of this Agreement [whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Lease(s)]. Included in the term "Lease(s)" are also all modifications made under the terms and conditions of the Lease(s) between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of July 17, 20 18, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing its obligations under the Lease(s) by virtue of State of Oklahoma County of Lefflore Special Warranty Deed recorded July 23, 2018 in Book 2040 Page 925.

(3) The Transferee has acquired all the assets of the Transferor involved in performing the Lease(s) by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease(s) by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease(s).

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease(s).

(7) Evidence of the above transfer has been filed with the Government.

(8) Transferor and Transferee represent that the transfer has been properly effected and agree that the Government may rely on this representation.

(9) Transferee will abide by Clause 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, contained within the Lease(s).

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease(s).

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease(s) as if the Transferee were the original party to the Lease(s).

(3) The Transferee is bound by all previous actions taken by the Transferor with respect to the Lease(s), with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease(s). The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease(s) as if the Transferee were the original party to the Lease(s). Following the effective date of this Agreement, the term "Lessor," as used in the Lease(s), shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease(s), shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease(s), to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The Lease(s) shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America,

By: _____

Title: Lease Contracting Officer _____

1306 Tarby Road Holdings, LLC _____

By: [Signature of Transferor Official] _____

[insert Name, Title of Official] _____

-

CoreCivic Inc. _____

By: [Signature of Transferee Official] _____

[insert Name, Title of Official] _____

Certificate

I, [Name of Rep], certify that I am the [insert Title] of 1306 Tarby Road Holdings, LLC that Official, who signed this Agreement for this LLC, was then Official Title of this LLC and that this Agreement was duly signed for and on behalf of this LP by authority of its governing body and within the scope of its LLC powers. Witness my hand and the seal of this LLC this day of [Month, Day], 20 Yr.

By: [Signature of Representative] _____

Certificate

I, [Name of Rep], certify that I am the [insert Title] of CoreCivic Inc., that Lucibeth Mayberry, who signed this Agreement for this corporation, was then Executive Vice President – Real Estate of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of [Month, Day], 20 Yr.

By: [Signature of Representative] _____

NOVATION AGREEMENT

2150 Stein Drive Holdings, LLC (Transferor), a/an LLC,
duly organized and existing under the laws of Maryland, with its principal office in Bethesda ;
CoreCivic, Inc. (Transferee), a/an corporation,
duly organized and existing under the laws of Maryland, with its principal office in Nashville ; and the
United States of America (Government) enter into this Agreement as of July 17, 2018.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into that certain lease(s) with the Transferor, namely: LTX17193. The term "Lease(s)," as used in this Agreement, means the above described lease(s), including all modifications, made between the Government and the Transferor or its predecessor before the effective date of this Agreement [whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Lease(s)]. Included in the term "Lease(s)" are also all modifications made under the terms and conditions of the Lease(s) between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of July 17, 20 18, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing its obligations under the Lease(s) by virtue of State of Tennessee County of Hamilton Assignment and Assumption of Leasehold Interest recorded July 18, 2018 Instrument No 2018071800148 Book/Page GI 11403/692.

(3) The Transferee has acquired all the assets of the Transferor involved in performing the Lease(s) by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease(s) by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease(s).

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease(s).

(7) Evidence of the above transfer has been filed with the Government.

(8) Transferor and Transferee represent that the transfer has been properly effected and agree that the Government may rely on this representation.

(9) Transferee will abide by Clause 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, contained within the Lease(s).

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease(s).

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease(s) as if the Transferee were the original party to the Lease(s).

(3) The Transferee is bound by all previous actions taken by the Transferor with respect to the Lease(s), with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease(s). The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease(s) as if the Transferee were the original party to the Lease(s). Following the effective date of this Agreement, the term "Lessor," as used in the Lease(s), shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease(s), shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease(s), to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The Lease(s) shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America,

By: _____

Title: Lease Contracting Officer _____

2150 Stein Drive Holdings, LLC _____

By: [Signature of Transferor Official] _____

[insert Name, Title of Official] _____

-

CoreCivic Inc. _____

By: [Signature of Transferee Official] _____

[insert Name, Title of Official] _____

Certificate

I, [Name of Rep], certify that I am the [insert Title] of 2150 Stein Drive Holdings, LLC that Official, who signed this Agreement for this LLC, was then Official Title of this LLC and that this Agreement was duly signed for and on behalf of this LLC by authority of its governing body and within the scope of its LLC powers. Witness my hand and the seal of this LLC this day of [Month, Day], 20 Yr.

By: [Signature of Representative] _____

Certificate

I, [Name of Rep], certify that I am the [insert Title] of CoreCivic Inc., that Lucibeth Mayberry, who signed this Agreement for this corporation, was then Executive Vice President – Real Estate of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of [Month, Day], 20 Yr.

By: [Signature of Representative] _____

NOVATION AGREEMENT

324 Prosperity Drive Holdings, LLC (Transferor), a/an LLC,
duly organized and existing under the laws of Maryland, with its principal office in Bethesda ;
CoreCivic, Inc. (Transferee), a/an corporation,
duly organized and existing under the laws of Maryland, with its principal office in Nashville ; and the
United States of America (Government) enter into this Agreement as of July 17, 2018.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into that certain lease(s) with the Transferor, namely: LTN60074. The term "Lease(s)," as used in this Agreement, means the above described lease(s), including all modifications, made between the Government and the Transferor or its predecessor before the effective date of this Agreement [whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Lease(s)]. Included in the term "Lease(s)" are also all modifications made under the terms and conditions of the Lease(s) between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of July 17, 20 18, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing its obligations under the Lease(s) by virtue of State of Tennessee County of Knox Special Warranty Deed recorded July 20, 2018 Document No 201807200004218.

(3) The Transferee has acquired all the assets of the Transferor involved in performing the Lease(s) by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease(s) by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease(s).

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease(s).

(7) Evidence of the above transfer has been filed with the Government.

(8) Transferor and Transferee represent that the transfer has been properly effected and agree that the Government may rely on this representation.

(9) Transferee will abide by Clause 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, contained within the Lease(s).

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease(s).

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease(s) as if the Transferee were the original party to the Lease(s).

(3) The Transferee is bound by all previous actions taken by the Transferor with respect to the Lease(s), with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease(s). The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease(s) as if the Transferee were the original party to the Lease(s). Following the effective date of this Agreement, the term "Lessor," as used in the Lease(s), shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease(s), shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease(s), to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The Lease(s) shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America,

By: _____

Title: Lease Contracting Officer _____

324 Prosperity Drive Holdings, LLC _____,

By: [Signature of Transferor Official] _____

[insert Name, Title of Official] _____

-

CoreCivic Inc. _____,

By: [Signature of Transferee Official] _____

[insert Name, Title of Official] _____

Certificate

I, [Name of Rep], certify that I am the [insert Title] of 324 Prosperity Drive Holdings, LLC that Official, who signed this Agreement for this LLC, was then Official Title of this LLC and that this Agreement was duly signed for and on behalf of this LP by authority of its governing body and within the scope of its LLC powers. Witness my hand and the seal of this LLC this day of [Month, Day], 20 Yr.

By: [Signature of Representative] _____

Certificate

I, [Name of Rep], certify that I am the [insert Title] of CoreCivic Inc., that Lucibeth Mayberry, who signed this Agreement for this corporation, was then Executive Vice President – Real Estate of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of [Month, Day], 20 Yr.

By: [Signature of Representative] _____

NOVATION AGREEMENT

2201 Colorado Boulevard Holdings, Limited Partnership (Transferor), a/an LP,
duly organized and existing under the laws of Maryland, with its principal office in Bethesda ;
CoreCivic, Inc. (Transferee), a/an corporation,
duly organized and existing under the laws of Maryland, with its principal office in Nashville ; and the
United States of America (Government) enter into this Agreement as of July 17, 2018.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into that certain lease(s) with the Transferor, namely: LTX17193. The term "Lease(s)," as used in this Agreement, means the above described lease(s), including all modifications, made between the Government and the Transferor or its predecessor before the effective date of this Agreement [whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Lease(s)]. Included in the term "Lease(s)" are also all modifications made under the terms and conditions of the Lease(s) between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of July 17, 20 18, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing its obligations under the Lease(s) by virtue of State of Texas County of Denton Special Warranty Deed recorded July 18, 2018 Document No 83991.

(3) The Transferee has acquired all the assets of the Transferor involved in performing the Lease(s) by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease(s) by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease(s).

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease(s).

(7) Evidence of the above transfer has been filed with the Government.

(8) Transferor and Transferee represent that the transfer has been properly effected and agree that the Government may rely on this representation.

(9) Transferee will abide by Clause 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, contained within the Lease(s).

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease(s).

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease(s) as if the Transferee were the original party to the Lease(s).

(3) The Transferee is bound by all previous actions taken by the Transferor with respect to the Lease(s), with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease(s). The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease(s) as if the Transferee were the original party to the Lease(s). Following the effective date of this Agreement, the term "Lessor," as used in the Lease(s), shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease(s), shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease(s), to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The Lease(s) shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America,

By: _____

Title: Lease Contracting Officer _____

2201 Colorado Boulevard Holdings, Limited Partnership _____.

By: [Signature of Transferor Official] _____

[insert Name, Title of Official] _____

-

CoreCivic Inc. _____.

By: [Signature of Transferee Official] _____

[insert Name, Title of Official] _____

Certificate

I, [Name of Rep] _____, certify that I am the [insert Title] of 2201 Colorado Boulevard Holdings, Limited Partnership that Official _____, who signed this Agreement for this LP, was then Official Title _____ of this LP and that this Agreement was duly signed for and on behalf of this LP by authority of its governing body and within the scope of its LP powers. Witness my hand and the seal of this LP this day of [Month, Day] _____, 20 Yr] _____.

By: [Signature of Representative] _____

Certificate

I, [Name of Rep] _____, certify that I am the [insert Title] of CoreCivic Inc., that Lucibeth Mayberry _____, who signed this Agreement for this corporation, was then Executive Vice President – Real Estate _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of [Month, Day] _____, 20 Yr] _____.

By: [Signature of Representative] _____